

payment and be secured hereby.

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Sixth. That in case the first party shall fail to pay off any liens, charges, or incumbrances, upon said real property, by virtue of which any party may claim priority over the lien of this mortgage, then the second party may pay, discharge, and remove such liens charges or encumbrances, whether same may prove to be in fact prior to the lien of this mortgage or not; and first party shall immediately repay to second party all sums expended therefor, and all costs and expenses in connection therewith, including any expenses incurred in litigation, or otherwise, in order to protect the lien of this mortgage, together with attorney's fees, abstract of title to said premises and expenses of investigation in connection therewith, with interest thereon at ten per cent per annum from date of payment, and all sums so paid shall be an additional lien and charge upon said property, secured by this mortgage.

Seventh. It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby exceed ten per cent per annum; and if any charge be made, or moneys collected, directly or indirectly, which would have the effect of increasing the rate of interest so that it would exceed the rate of ten per cent, if all charged as interest, all excess paid over ten per cent per annum, shall be credited on the principal sum due hereunder.

Eighth. As additional and collateral security for the payment of the note hereinbefore described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successor and assigns, all the rents, profits, revenues, bonus, royalties, rights, and benefits accruing to said party of the first part under all oil and gas lease on said premises, at the date of execution of this mortgage, or that may be given or placed thereon, or any part of said land, during the time this mortgage, or any renewal thereof shall remain in force and effect, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof, and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas leases upon said premises a binding receipt for any payments made under the terms of said lease or leases, and to demand, sue for, and recover any such payments when due and delinquent. This assignment to terminate and become null and void upon release of this mortgage.

Ninth. It is further agreed that if said note and interest thereon be paid when due, and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors. But if default be made in the payment of said note or any installment of interest thereon when due or in the performance of any of the covenants, agreements, terms, or conditions herein contained, or if at any time any law of this state shall be enacted imposing or authorizing the imposition of any tax upon this mortgage or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party, is illegal or inoperative, the whole sum of money herein secured and all interest thereon to the date of payment thereof, to be computed at ten per cent per annum from the date of the exercise of option herein, may at the option of the holder of the note hereby secured and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest, and cost together with the statutory damages in case of protest, attorney's fee, and abstractor's fee for supplemental abstract for use in said foreclosure proceedings, anything in this mortgage or said notes contained to the contrary notwithstanding; Provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of